Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
Application for Transfer	)	
Of Control of Allegiance	)	**WC Docket No. 04-45**
Telecom, Inc. to XO	)	
Communications, Inc.	)	

COMMENTS OF VERIZON

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Introduction and Summary

The Commission should not unconditionally grant the application of Allegiance Telecom, Inc. ("Allegiance") and XO Communications, Inc. ("XO") for transfer of control of Allegiance's section 214 subsidiaries. Rather, the Commission should condition any grant on those parties' compliance with provisions of Verizon's FCC tariffs requiring assumption of outstanding indebtedness upon assignment or transfer of service arrangements.[2/] Those tariff provisions expressly require XO, if it wishes to obtain a transfer of the service arrangements provided by Verizon under tariff, to first resolve any outstanding debt. They therefore simply codify the basic principle of both communications and bankruptcy law that a CLEC that wants the benefits of a service arrangement provided by an ILEC must pay the associated charges.

In the U.S. Bankruptcy Court handling Allegiance's bankruptcy case and before state public utility commissions, Allegiance and XO have sought – so far unsuccessfully – to game the system in order (i) to continue receiving the benefits of their existing telecommunications service

1/ The Verizon telephone companies ("Verizon") are the local exchange carriers affiliated with Verizon Communications Inc. and are listed in Attachment A.

2/ *See* FCC Tariff No. 1 § 2.1.2; FCC Tariff No. 11 § 2.1.2; FCC Tariff No. 14 § 2.1.2; FCC Tariff No. 16 § 2.1.2.

arrangements, including those for interstate special access services with Verizon, but (ii) to avoid paying their outstanding pre-bankruptcy debts on those arrangements. Such an outcome would be contrary to the U.S. bankruptcy rules, the Communications Act of 1934, as amended ("Communications Act"),[3/] and Verizon's FCC tariffs. The Commission should ensure that its action on the XO-Allegiance transfer application does nothing to advance this lawless effort.

Almost two years ago, Verizon asked the Commission to declare that bankrupt carriers and their purchasers must comply with Verizon's FCC tariffs. In the *IDT* proceeding,[4/] Verizon petitioned for rulings that the Communications Act does not except carriers from the rights afforded by section 365 of the Bankruptcy Code, which requires that debtors or trustees cure any defaults as a condition precedent to the assumption and assignment of executory contracts; and that, where one CLEC wishes to take over another's service arrangement with nothing more than a name change, that constitutes "an assignment or transfer" within the meaning of Verizon's tariffs, so that the assignee/transferee CLEC must assume the outstanding indebtedness of the prior CLEC for such services.

3/ 47 U.S.C. § 151, *et seq.*

4/ Comments and Counter-Petition of Verizon, *Winstar Communications, LLC Emergency Petition for Declaratory Ruling Regarding ILEC Obligations to Continue Providing Services; Verizon Petition for Declaratory Ruling Regarding CLEC Obligations to Cure Assigned Indebtedness*, WC Docket No. 02-80 (filed Apr. 29, 2002). In *IDT*, Winstar sought to transfer by name change to IDT Winstar ("IDT") certain circuits for which Winstar was a Verizon customer, without curing the debt associated with those service arrangements as required by bankruptcy law and Verizon's FCC tariffs. IDT argued that it could have its cake and eat it too - reject the existing service arrangements in the bankruptcy court and pay nothing to Verizon while nevertheless transferring the circuits (but not the associated debt) to another carrier.

Verizon followed that up with a petition for emergency declaratory relief providing a variety of essential protections against losses from CLEC bankruptcies.[5/] In that petition, Verizon reemphasized the need for measures to ensure that purchasers of bankrupt carriers' existing service arrangements comply with the cure requirements of bankruptcy law. Both Verizon's counterpetition in the *IDT* matter and its subsequent petition for emergency relief remain pending.

Now, however, Allegiance appears to be pursuing the very same result as IDT, but is using a slightly different gambit. It asked the Bankruptcy Court to allow XO to continue receiving tariffed service post-bankruptcy without either Allegiance or XO's having to pay that debt, something the Bankruptcy Court has refused to order. And it has asked state public utility commissions to approve its adoption of new interconnection agreements pursuant to section 252(i) of the Communications Act, giving it new rights to service severed from its debt on service arrangements under its existing agreements. There accordingly is substantial reason for concern that Allegiance and XO will continue their efforts to avoid paying Allegiance's debts on existing services arrangements, while insisting that XO may use those arrangements even if Allegiance does not assume and assign them to XO. The Commission should make clear that this path is not open to Allegiance and XO. Just as they must comply with section 365 of the Bankruptcy Code, so they must comply with the provisions of Verizon FCC tariffs that require the assumption of outstanding indebtedness upon assignment or transfer of service arrangements.

5/ Petition for Emergency Declaratory and Other Relief, *In the Matter of Petition for Emergency Declaratory and Other Relief*, WC Docket No. 02-202 (filed July 24, 2002).

Background

On May 14, 2003, Allegiance and many of its affiliates filed petitions for bankruptcy in the U.S. Bankruptcy Court for the Southern District of New York. At the time of its bankruptcy filings, Allegiance owed Verizon approximately $61 million for past services, including interstate access services. As a result of the bankruptcy filings, and the "automatic stay" in bankruptcy, Verizon was not permitted to terminate service to Allegiance on account of the unpaid pre-bankruptcy charges, but Verizon could of course pursue payment in the bankruptcy proceedings in accordance with bankruptcy law. Verizon did just that, filing "proofs of claim" in the bankruptcy cases for the $61 million owed to it. Allegiance has not objected to those proofs of claim.

In February 2004, Allegiance held an auction of its assets in which XO won with a bid valued in excess of $400 million, consisting of $311,200,000 in cash and 45,380,000 shares of XO common stock. Through the sale agreement that Allegiance and XO proposed to the Bankruptcy Court, they tried to avoid paying Allegiance's outstanding debt to Verizon and other carriers, while nevertheless transferring the benefits thereunder to XO. Among other things, they submitted a proposed order to the Bankruptcy Court that would have obligated Verizon and all others carriers to continue providing to XO, following the completion of the sale, the same tariffed services they are now providing to Allegiance, whether or not the contractual arrangements between Allegiance and the carriers were assumed and whether or not the necessary cure of all defaults occurred.[6] That end run has thus far failed. In approving the sale

[6] Proposed Order (I) Approving the Sale Free and Clear of all Liens, Claims and Encumbrances to the Successful Bidder, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (III) Granting Related Relief, *In re Allegiance Telecom, Inc., et al., Debtors*, Case No. 02-130507(RDD), ¶ 16 (proposing that "[a]ll

to XO, the Bankruptcy Court "approved and authorized" the assumption by Allegiance and assignment to XO of the executory contracts that XO wanted, "*provided* that the requirements of section 365 of the Bankruptcy Code are satisfied[.]"[7/] Moreover, after Verizon objected to the language purporting to obligate it to continue to provide the same tariffed service whether or not it received the required cure, and after the Bankruptcy Court made it clear that it was not going to take away any of Verizon's rights, Allegiance and XO agreed to delete from the proposed order any such language.

But in the meantime Allegiance has played another card. It has asked the D.C. and Maryland public service commissions to approve its adoption of *new* interconnection agreements pursuant to section 252(i) of the Communications Act in place of its *existing* ones.[8/] Allegiance apparently wants to continue to obtain the benefit of these existing service arrangements and the more than $400 million that XO has agreed to pay, but it does not want to pay its debts to

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parties that provide telecommunications services pursuant to a tariff related to any of the Sale Assets are hereby directed to continue providing such services to Buyer"), ¶ 14 (proposing that Allegiance "shall be relieved from any further liability with respect to the Assumed Contracts after . . . assignment to and assumption by Buyer") (Bankr. S.D.N.Y. 2004) (*"Proposed Sale Order"*).

7/ Order (I) Approving the Sale Free and Clear of all Liens, Claims and Encumbrances to the Successful Bidder, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (III) Granting Related Relief, *In re Allegiance Telecom, Inc., et al., Debtors*, Case No. 02-130507(RDD) ¶ 12 (Bankr. S.D.N.Y. Feb. 20, 2004) (emphasis in original).

8/ *See* Application of Allegiance Telecom of the District of Columbia, Inc. for Approval of an Adoption of an Entire Interconnection Agreement Pursuant to Section 252(i), *Application of Allegiance Telecom of the District of Columbia Inc. for Expedited Approval of an Interconnection Agreement adopted under Section 252(i) of the Telecommunications Act of 1996*, Case No. 04-12 (D.C. P.S.C. March 1, 2004); Petition of Allegiance Telecom of Maryland Inc. for Approval of an Adoption of an Entire Interconnection Agreement pursuant to Section 252(i), *Petition of Allegiance Telecom of the District of Columbia for Expedited Approval of an Interconnection Agreement adopted under Section 252(i) of the Telecommunications Act of 1996*, Case No. 8999 (MD P.S.C. Dec. 3, 2003).

Verizon under the original interconnection agreements, even though section 365 of the Bankruptcy Code expressly requires it to do so. Verizon has filed an opposition to Allegiance's petition before the D.C. Commission,[9] and expects to oppose any similar petitions before other commissions.

In sum, both the sale order proposed by Allegiance and XO and Allegiance's efforts to adopt new interconnection agreements reveal an effort to avoid paying the outstanding debt on Allegiance's existing service arrangements with Verizon. The proposed sale order included an effort to end run Verizon's FCC tariff provisions mirroring the Bankruptcy Code's bar to assigning service arrangements without curing the associated debts. There accordingly is every reason to believe that Allegiance and XO will continue to pursue a goal of avoiding payment of Allegiance's debt. Verizon, therefore, requests that the Commission stop that effort in its tracks.

ARGUMENT

THE COMMISSION SHOULD CONDITION ANY TRANSFER OF CONTROL ON COMPLIANCE WITH PROVISIONS OF VERIZON'S FCC TARIFFS REQUIRING ASSUMPTION OF OUTSTANDING DEBT UPON ASSIGNMENT OR TRANSFER OF SERVICE ARRANGEMENTS.

The Commission should condition any transfer of control to XO of Allegiance's 214 subsidiaries on compliance with Verizon's FCC tariffs requiring assumption of outstanding indebtedness upon assignment or transfer of service arrangements.[10] The actions of Allegiance and XO before state public utility commissions and the Bankruptcy Court demonstrate that they

[9] Opposition of Verizon Washington, D.C. Inc. to Application of Allegiance Telecom for Approval of Adoption of Interconnection Agreement, *Application of Allegiance Telecom of the District of Columbia for Expedited Approval of an Interconnection Agreement adopted under Section 252(i) of the Telecommunications Act of 1996*, Case No. 04-12 (D.C. P.S.C. March 17, 2004).

[10] *See supra* note 2.

are intent on evading these requirements and depriving Verizon of money owed under Allegiance's existing service arrangements. Neither the Bankruptcy Code nor the Communications Act permits, and Verizon's tariffs expressly prohibit, the extraordinary outcome that Allegiance and XO seek. The Commission should make clear that they may not rely on its actions in their efforts to do so: if XO wants to receive service post-bankruptcy under Allegiance's pre-bankruptcy service arrangements, XO must assume Allegiance's indebtedness on those arrangements.

A. The Bankruptcy Code Requires a Debtor To Cure Its Past Debts on Executory Contracts That It Assumes.

Section 365 of the Bankruptcy Code unambiguously requires a debtor (or trustee) to cure any defaults -- both prepetition and postpetition -- as a condition precedent to the assumption, or to the assumption and assignment, of any executory contract. It specifically provides:

> [I]f there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee . . . cures, or provides adequate assurance that the trustee will promptly cure, such default . . . .

11 U.S.C. § 365(b)(1)(A). Similarly, the Code specifies that, if the debtor wants to assign an executory contract, it must first assume it and satisfy the requirements for doing so – *i.e.*, it must cure all defaults. *Id.* § 365(f)(2)(A) (The debtor "may assign an executory contract or unexpired lease . . . only if [the debtor] assumes such contract or lease in accordance with the provisions of this section.").

Under this provision, a debtor in bankruptcy, such as Allegiance, must decide whether to assume and assign, or to reject, any executory contract, subject to Bankruptcy Court approval.

See id. § 365(a).[11/] The Bankruptcy Code does not authorize a debtor to assume the *rights* it would have in a contract and reject its corresponding *obligations* under that same contract. If the rights are assumed, so are the corresponding obligations. If a given contract is not of sufficient value to the debtor going forward, or if a buyer will not pay enough to obtain an assignment of the contract to make the payment of the required cure make economic sense, the debtor may reject the contract. In that case, neither the debtor, nor any purchaser of the debtor's assets, is liable under the Bankruptcy Code for future performance of the contract. Correspondingly, however, when a debtor rejects an executory contract, the non-debtor party to the contract is under no obligation to continue performance, and the existing contract rights may not be assigned by the debtor or trustee to any purchaser or other third party. 11 U.S.C. § 365(g) (rejection constitutes breach of contract).

In contrast, if a debtor assumes its agreement with a carrier such as Verizon, the debtor then promptly must "cure" all defaults thereunder – *i.e.*, pay all amounts owed by it under the agreement for past services.[12/] Similarly, if the debtor assumes and assigns the contract to a

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11/ These are the debtor's only options. Section 365 does not permit a debtor or a purchaser to assume some parts of an executory contract and reject others. "Generally, an executory contract must be assumed or rejected in its entirety; a trustee or debtor in possession may not pick and choose terms or clauses in a contract to assume or reject." *Matter of Holly's, Inc.*, 140 B.R. 643, 680-81 (Bankr. W.D. Mich. 1992). *See also N.L.R.B. v. Bildisco and Bildisco*, 465 U.S. 513, 531-32 (1984) (chapter 11 debtor in possession must assume executory contract *cum onere*); *In re Cutters, Inc.*, 104 B.R. 886, 888 (Bankr. M.D. Tenn. 1989); *Matter of Executive Technology Data Sys.*, 79 B.R. 276, 282 (Bankr. E.D. Mich. 1987).

12/ *National Gypsum Co. v. NGC Settlement Trust*, 208 F.3d 498, 506 (5th Cir.), *cert. denied sub nom.*, *NGC Settlement Trust v. Century Indemnity*, 531 U.S. 871 (2000) (debtors "must take full account of the cost to cure all existing defaults owed to the non-debtor party" because assumption "presumes curing all prepetition default[s]") (internal citation and quotation marks omitted); *Adventure Resources Inc. v. Holland*, 137 F.3d 786, 799 n.18 (4th Cir. 1998) (effect of assumption is that "the estate acquires all of the debtor's rights *and* obligations under the contract") (*quoting* Jesse M. Fried, *Executory Contracts and Performance Decisions in Bankruptcy*, 46 Duke L.J. 517, 525 (1996).)

buyer of its assets such as XO, either the debtor (Allegiance) or the buyer (XO) must fund the debtor's cure of all its defaults under the contract. *See* 11 U.S.C. § 365(f)(2).

B. The Communications Act and Verizon's Federal Tariffs Impose the Same Requirements as the Bankruptcy Code.

As we have shown, under section 365 a bankrupt CLEC may, subject to its obligation to cure, assume an executory contract and assign it to a purchaser. Once the unpaid amounts have been cured, the purchasing CLEC stands in the shoes of the bankrupt and is entitled to receive service in its stead under the transferred service arrangements. Communications law does not suggest a different outcome. When the purchaser steps into the debtor's shoes through an assumption and assignment under section 365, the purchaser becomes the subscriber for purposes of communications law as well. And Verizon's federal access tariffs then provide that the assignee or transferee must assume the unexpired portion of the minimum period and the termination liability applicable to such services, if any, as well as any outstanding debt for the covered services.[13/] The tariffs further provide that "[t]he assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer."[14/]

The proposed sale order that Allegiance and XO presented to the Bankruptcy Court reveals that, just as those companies have sought in the bankruptcy proceeding to avoid the

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13/ *See, e.g.*, Verizon Tariff F.C.C. No. 1, § 2.1.2(A)(1) (providing in relevant part that, where no relocation or interruption of services occurs, an assignment or transfer of services may be made to "another customer . . . provided that "the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any").

14/ *Id.* § 2.1.2(A)(2).

requirements of the Bankruptcy Code, so they intend, if they can, to avoid the application of the Communications Act and Verizon's federal tariffs. As noted, their proposal for a sale order would have provided that "[a]ll parties that provide telecommunications services pursuant to a tariff related to any of the Sale Assets are hereby directed to continue providing such services to Buyer."[15/] The Bankruptcy Court refused to include this language – precisely because it would deny Verizon its rights under law – and this Commission should as well. Allegiance and XO should not be able to circumvent the explicit requirements of Verizon's FCC tariffs (and section 365 of the Bankruptcy Code) that any assumption and assignment of tariffed service arrangements be coupled with a cure of defaults.

C. The Commission Should Ensure That XO and Allegiance May Not Evade Their Obligations under Verizon's Federal Tariffs.

In light of the conduct to date of Allegiance and XO, the Commission should condition any grant of those companies' transfer application on their compliance with Verizon's federal tariff requirements. The Commission should provide that XO will be liable to Verizon for the full amount of any indebtedness on those arrangements if Allegiance assumes those arrangements and assigns them to XO in bankruptcy or rejects the arrangements in the bankruptcy proceeding but nevertheless seeks to assign them to XO outside of the bankruptcy process.

Imposing such a condition now not only is consistent with bankruptcy and communications law but also should minimize the risk of service interruption. If the Commission does not act decisively, XO may return here at the last moment, claiming (without merit) that its ability to transition service seamlessly from Allegiance is jeopardized by demands

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15/ *Proposed Sale Order* ¶ 16.

for a cure and compliance with FCC tariffs. But it is only where a CLEC attempts to game the system that such risks arise. A purchasing CLEC can always avoid such an outcome simply by causing the bankrupt CLEC to assume existing service arrangements and assign them to the purchaser. If the purchaser does not wish to take an assignment, the bankrupt CLEC may reject existing service arrangements, and, where the bankrupt carrier provides timely notice to its customers, the customers can be transferred to their new carriers of choice through Verizon's standard CLEC-to-CLEC migration procedures.

Compliance by Allegiance and XO with Verizon's FCC tariffs also is important to protecting ratepayers and other carriers. Forcing Verizon and other incumbent LECs to forego cures for millions of dollars of prepetition telecommunications services would ultimately harm ratepayers, by forcing carriers to incur higher costs which must be supported by other customers. And allowing some CLECs to avoid paying cures in bankruptcy yet continue to receive service under existing arrangements disadvantages other competitors who continue to play by the rules.

Other telecommunications providers that have filed for bankruptcy have complied with the bankruptcy laws and did not attempt the same ploy as Allegiance and XO. In case after case after case in telecommunications bankruptcies, the debtors have complied with section 365. Each of them negotiated with Verizon, assumed those tariffed services, interconnection agreements, and service arrangements that benefited them and rejected others, and paid the amounts required to cure all defaults (as agreed by the parties or determined by the Bankruptcy Court) under the assumed arrangements.[16/]

[16/] For example, see *In re WorldCom, Inc., et al.*, 02-13533 (Bankr. S.D.N.Y.); *In re Global Crossing Ltd., et al.*, 02-40188 (Bankr. S.D.N.Y.); *In re CTC Communications, Group, Inc., CTC Communications Corp., CTC Communications of Virginia, Inc., and CTC Communications Leasing Group*, 02-12873 (Bankr. D. Del.); *In re Network Plus Corp. and Network Plus, Inc.*, Conditioning transfer of control in this proceeding on compliance with Verizon's tariff will not affect the sale from Allegiance to XO and the continuation of service. In fact, the sale agreement approved by the Bankruptcy Court provides that Allegiance, the debtor, will pay any cures on assumed contracts and XO will in no event pay any more than its $400 million purchase price. Thus, as in other bankruptcies, the cure amounts paid to Verizon simply will reduce the amounts paid to other creditors, largely the debtor's bank lenders.

There would be little merit in a public policy that protects sophisticated bank lenders and others who voluntarily enter into commercial agreements with CLECs at rates that reflect commercial and lending risks, at the expense of ILECs who are under statutory obligations to enter into such agreements. Conversely, such a shift of resources would give defaulting CLECs an incentive to avoid paying their debts to other carriers and to declare bankruptcy instead. And it would subject ILECs and other carriers to a great deal of added risk.

For all of these reasons, the Commission should condition transfer of control on Allegiance's and XO's compliance with Verizon's FCC tariffs requiring assumption of

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02-10341 (Bankr. D. Del.); *In re Network Access Solutions Corporation and NASOP, Inc.*, 02-11611 and 02-11612 (Bankr. D. Del.); *In re Adelphia Business Solutions, Inc., et al.*, 02-11389 (Bankr. S.D.N.Y.); *In re Arch Wireless, Inc., et al.*, 01-47330 (Bankr. D. Mass.); *In re ATS Telecommunications Systems, Inc.*, 01-33453 (Bankr. S.D. Tex.); *In re Cable & Wireless USA, Inc., et al.*, 03-13711 (Bankr. D. Del.); *In re EXDS, Inc. (f/k/a Exodus Communications, Inc.), et al.*, 01-10539 (Bankr. D. Del.); *In re FastNet Corporation*, 03-23143 (Bankr. E.D. Pa.); *In re Focal Communications Corporation, et al.*, 02-13709 (Bankr. D. Del.); *In re Genuity Inc., et al.*, 02-43558 (Bankr. S.D.N.Y.); *In re Logix Communications Corporation and Logix Communications Enterprises, Inc.*, 02-32105 and 02-32106 (Bankr. S.D. Tex); *In re Mpower Holding Corporation, et al.*, 02-11046 (Bankr. D. Del.); *In re Northpoint Communications Group, Inc.*, 01-30127 (Bankr. N.D. Cal.); *In re Plan B Communications, Inc.*, 01-11443 (Bankr. S.D.N.Y.); *In re Telscape International, Inc., et al.*, 01-1563 (Bankr. D. Del.); *In re PSINet Inc., et al.*, 01-13213 (Bankr. S.D.N.Y.); *In re Rhythms NetConnections Inc., et al.*, 01-14283 (Bankr. S.D.N.Y.); *In re RSL COM PrimeCall, Inc. and RSL COM U.S.A., Inc.*, 01-11457 and 01-11469 (Bankr. S.D.N.Y.); *In re Teligent, Inc., et al.*, 01-12974 (Bankr. S.D.N.Y.); *In re TSR Wireless, LLC*, 00-41857 and 00-41858 (Bankr. D.N.J.); *In re Usinternetworking, Inc., et al.*, 02-50215 (Bankr. D. Md.); and *In re World Access, Inc.*, 01-1286 (Bankr. D. Del.).

outstanding indebtedness upon assignment or transfer of service arrangements. Absent such an order, Allegiance and XO may continue to pursue an end run around section 365 and FCC tariffs to avoid paying the sizable debt owed to Verizon.

CONCLUSION

For the foregoing reasons, Verizon respectfully requests that the Commission condition any transfer of control of Allegiance to XO on compliance with Verizon's FCC tariffs requiring assumption of outstanding indebtedness upon assignment or transfer of service arrangements. The Commission also should grant Verizon's outstanding petition for emergency declaratory relief to clarify that the Communications Act provides no exception to complying with the cure requirements of U.S. bankruptcy law and Verizon's FCC tariffs.

Respectfully submitted,

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March 19, 2004

Attachment A

THE VERIZON TELEPHONE COMPANIES

The Verizon telephone companies are the local exchange carriers affiliated with Verizon Communications Inc. These companies are:

Contel of the South, Inc. d/b/a/ Verizon Mid-States
GTE Midwest Incorporated d/b/a Verizon Midwest
GTE Southwest Incorporated d/b/a Verizon Southwest
The Micronesian Telecommunications Corporation
Verizon California Inc.
Verizon Delaware Inc.
Verizon Florida Inc.
Verizon Hawaii Inc.
Verizon Maryland Inc.
Verizon New England Inc.
Verizon New Jersey Inc.
Verizon New York Inc.
Verizon North Inc.
Verizon Northwest Inc.
Verizon Pennsylvania Inc.
Verizon South Inc.
Verizon Virginia Inc.
Verizon Washington, DC Inc.
Verizon West Coast Inc.
Verizon West Virginia Inc.

Certificate of Service

I, John Meehan, hereby certify that on this 19th day of March 2004, true and accurate copies of the foregoing, Comments of Verizon, were served by electronic mail upon the following parties:

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